

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 20	
2. Amendment/Modification No. P00029		3. Effective Date 2003MAR07		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM AMSTA-AQ-ATBC EARL RASHID (586)574-8278 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: RASHIDE@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA SOUTHERN EUROPE (GERMANY) BOX 775, ATTN: DCMDI-GGD APO, AE 09096 SCD B PAS NONE ADP PT HQ0339			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) EWK EISENWERKE KAISERSLAUTERN GMBH BARBAROSSASTRASSE 30 KAISERSLAUTERN, GERMANY 67655 TYPE BUSINESS: Foreign Concern/Entity				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE07-00-C-S014	
				<input type="checkbox"/>		10B. Dated (See Item 13) 2000MAY22	
Code D9913		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) ACRN: AL NET INCREASE: \$344,476.00							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14.							
KIND MOD CODE: G							
<input type="checkbox"/> A. This Change Order is Issued Pursuant To: The Changes Set Forth In Item 14 Are Made In The Contract/Order No. In Item 10A.							
<input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).							
<input checked="" type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: Mutual Consent of the Parties							
<input type="checkbox"/> D. Other (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							
Contract Expiration Date: 2006DEC30							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) GLORIA MCCracken MCCRACKG@TACOM.ARMY.MIL (586)574-5268			
15B. Contractor/Offorer _____ (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed 2003MAR07	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-C-S014 MOD/AMD P00029	Page 2 of 20
Name of Offeror or Contractor: EWK EISENWERKE KAISERSLAUTERN GMBH		

SECTION A - SUPPLEMENTAL INFORMATION

1. The purpose of Modification P00029 is to incorporate the scope of work for the Field Service Representative (FSR) under the IRB program as follows:
- a. FSR for Southwest Asia in the total amount of \$200,200 under CLIN 4009AA.
 - b. Fixed costs for overseas support in the total amount of \$133,065 under CLIN 4010AA.
 - c. Travel costs associated with FSR training at Ft. Benning, Ga in the amount of \$11,209 under CLIN 4011AA.
2. All other terms and conditions remain unchanged.
3. As a result of Modification P00029, the total contract amount is increased by \$344,476.00 from \$43,982,267.12 to \$44,326,743.12.

*** END OF NARRATIVE A 027 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-C-S014 MOD/AMD P00029	Page 3 of 20
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Name of Offeror or Contractor: EWK EISENWERKE KAISERSLAUTERN GMBH

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
4009	SECURITY CLASS: Unclassified				
4009AA	<p><u>SERVICES LINE ITEM</u></p> <p>NOUN: IRB - SW ASIA FSR PRON: P136K0972T PRON AMD: 01 ACRN: AL AMS CD: 53153542117</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 30-JUN-2003</p> <p>\$ 200,202.00</p> <p>Est Cost: \$138,576.16 Est Fee 3% 4,285.86 Total Cost \$142,862.00 (rounded)</p> <p>The total cost of \$142,862 is for up to 4 months of Field Service Representative and excludes hotel & subsistence.</p> <p>Hotel and subsistence is \$470 per day, or a total cost of \$57,340 for up to 4 months. Per C.11.2, the funds included in this CLIN for the hotel and subsistence cost of \$57,340 will be paid at cost only and in accordance with the Joint Travel Regulations. Mr. Dennis Haag, TACOM APM IRB, will serve as the DD250 performance certifier.</p> <p>(End of narrative F001)</p>		LO		\$ 200,202.00
4010	SECURITY CLASS: Unclassified				
4010AA	<p><u>SERVICES LINE ITEM</u></p> <p>NOUN: IRB - OVERSEAS SPT PRON: P136K0982T PRON AMD: 01 ACRN: AL AMS CD: 53153542117</p>		LO		\$ 133,065.00

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-C-S014 MOD/AMD P00029	Page 4 of 20
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Name of Offeror or Contractor: EWK EISENWERKE KAISERSLAUTERN GMBH

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 30-JUN-2003</p> <p>\$ 133,065.00</p> <p>Mr. Dennis Haag, TACOM APM IRB, will serve as the DD250 performance certifier.</p> <p>(End of narrative F001)</p>				
4011	SECURITY CLASS: Unclassified				
4011AA	<p><u>SERVICES LINE ITEM</u></p> <p>NOUN: IRB - EWK FSR TRAINING PRON: P136K1092T PRON AMD: 01 ACRN: AL AMS CD: 53153542117</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 31-MAR-2003</p> <p>\$ 11,209.00</p> <p>This CLIN is funding the travel associated with the training required to perform the task under CLIN 4009AA. The manday rate is \$533 a day. Per C.11.2, travel and per diem expenses incurred by the Contractor Representatives are in accordance with the Joint Travel Regulations. This CLIN will be administered by the ACO.</p> <p>(End of narrative F001)</p>		LO		\$ 11,209.00

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-C-S014 MOD/AMD P00029	Page 5 of 20
Name of Offeror or Contractor: EWK EISENWERKE KAISERSLAUTERN GMBH		

B.1 Estimated Cost and Payment

B.1.1 The estimated cost for performance of the work required under this contract modification is as stated in Section B Schedule.

B.1.2 The contractor will be paid for the fixed fee stated in Section B under CLIN 4009AA for the performance of work under the contract modification and in accordance with the terms of B.2, Payment and the terms of the Contract Clause entitled FIXED FEE, (Mar 1997), FAR 52.216-8. The fixed fee together with the reimbursement of cost shall constitute full and complete consideration for the contractor's service in connection with the work required and performed under this contract.

B.1.3 Allowable cost shall be determined, and payment thereof shall be provided, in accordance with the Contract Clause hereof entitled ALLOWABLE COST AND PAYMENT.

B.2 Payment

The contractor may submit public vouchers monthly for payment under this contract modification. The fee will be payable at the time of reimbursement of cost at the same rate to such cost as the total fee of this contract modification bears to the total estimated cost thereof, subject to any withholding pursuant to provisions of this contract modification.

B.3 Funding

B.3.1 The Government shall provide funds under this contract modification covering the estimated cost and fixed fee on an incremental basis as provided for in the following funding schedule and pursuant to the Contract Clause entitled "LIMITATION OF FUNDS".

B.3.2 Funding Schedule

<u>Performance Period</u>	<u>Amount</u>
Award through 30 Jun 03	\$344,476.00
Total	\$344,476.00

B.4 Funds Allotted. The amount of funds currently allotted to this contract modification is \$333,267.00.

For the purpose of the contract clause "Limitation of Funds" the total amount allotted by the government to this contract modification shall be the amount of funds allotted in this paragraph.

In performance under the contract modification, the contractor is not obligated to incur costs in excess of the amount of funds allotted by the government, as shown in this clause, nor is the government obligated to reimburse the contractor for cost and fee in excess of this amount.

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN DAAE07-00-C-S014 MOD/AMD P00029</p>	<p align="right">Page 6 of 20</p>
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Name of Offeror or Contractor: EWK EISENWERKE KAISERSLAUTERN GMBH

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.19.1 Contractor Field Service Representative(s)

C.19.1.1. The contractor shall provide two (2) Field Service Representatives to each unit receiving Improved Ribbon Bridges at Continental United States (CONUS) and Outside Continental United States (OCONUS) locations as required. The CONUS locations may include Ft. Hood, TX or Ft. Polk, LA. The OCONUS locations may include Germany or Southwest Asia. The Contracting Officer or his representative will provide exact locations to the contractor under separate letter. The contractor is responsible for providing all clothing, equipment (tools, and special tools), lodging and transportation required for performance of repair, training and special needs of the units to support the Improved Ribbon Bridge for a period of up to one year from date of incorporation in to the contract. The contractor may be required to provide Field Service Representative(s) in support of operations described below. The contractor can refer to AMC-P 715-18 entitled AMC Contracts and Contractors Supporting Military Operations for further explanation. The government at the discretion of the Contracting Officer or his representative may decide to provide some items of support as detailed below at the direction of the Theatre Commander or his representative.

C.19.1.2 The government may direct the contractor to perform in support of a contingency or exercise, as provided by law or defined by the applicable Army Service Component Command. Services may be performed in the identified area of operations, also known as theater of operations, or in support of the contingency or exercise, but not in the area of operations.

C.19.1.3 In the event that the contractor deploys individuals into the area of operations in support of a contingency or exercise, the following items and conditions will apply:

C.19.2 Management

C.19.2.1 The contractor shall ensure that all contractor employees will comply with all guidance, instructions, and general orders applicable to U.S. Armed Forces and DOD civilians and issued by the Theater Commander or his representative. This will include any and all guidance and instructions issued based upon the need to ensure mission accomplishment, force protection and safety.

C.19.2.2 The contractor shall comply, and shall ensure that all deployed employees and agents comply, with pertinent Department of Army and Department of Defense directives, policies, and procedures, as well as federal statutes, judicial interpretations and international agreements (e.g., Status of Forces Agreements, Host Nation Support Agreements, etc.) applicable to U.S. Armed Forces or U.S. citizens in the area of operations. Disputes will be resolved by the Contracting Officer.

C.19.2.3 The contractor shall take reasonable steps to ensure the good conduct of its employees. The contractor shall promptly resolve, to the satisfaction of the Contracting Officer, all contractor employee performance and conduct problems identified by the cognizant Contracting Officer or his designated representative.

C.19.2.4 The Contracting Officer may direct the contractor, at the contractors expense, to remove or replace any contractor employee failing to adhere to instructions and general orders issued by the Theater Commander or his designated representative.

C.19.2.5 Accounting for Personnel

C.19.2.5.1 As directed by the Contracting Officer or his representative, the contractor shall report its employees entering and leaving the area of operations.

C.19.2.5.2 As directed by the Contracting Officer or his representative, the contractor shall report its employees in the area of operations by name and by location.

C.19.3 Logistics Support Element

C.19.3.1 The contractor shall place all employees deploying to support this contract under administrative control of the designated Logistics Support Element.

C.19.3.2 The Contracting Officer or his representative (in coordination with the Logistics Support Element Commander) shall provide the contractor with all required reporting instructions and procedures.

C.19.4 Risk Assessment and Mitigation

C.19.4.1 The contractor will brief its employees regarding the potential danger, stress, physical hardships and field living conditions.

C.19.4.2 The contractor will require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships and field living conditions that are possible if the employee deploys in support of military operations.

C.19.4.3 The contractor will conduct physical and medical evaluations of all its deployable employees at their own expense to ensure that they are capable of enduring the rigors of deployment in support of a military operation.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-C-S014 MOD/AMD P00029	Page 7 of 20
Name of Offeror or Contractor: EWK EISENWERKE KAISERSLAUTERN GMBH		

C.19.4.4 The contractor will replace employees within 72 hours, or as directed by the Contracting Officer, at contractor expense, if the employee departs an area of operations without permission.

C.19.4.5 The contractor will designate a point of contact for all of its plans and operations.

C.19.4.6 The contractor will establish an operations center to plan and control contractor deployment process and resolve operational issues with the deployed force.

C.19.4.7 The contractor will prepare plans for support of military operations as required by contract or as directed by the Contracting Officer.

C.19.4.8 For badging and access purposes, the contractor will provide the Army with a list of suitable or qualified subcontractors including local vendors in an area of operations.

C.19.4.9 As required by the operational situation, the government will relocate contractor personnel (who are citizens of the United States, aliens resident in the United States or third country nationals, not resident in the host nation) to a safe area or evacuate them from the area of operations.

C.19.4.10 The contractor will hire a set percentage of personnel with a military obligation. The Contracting Officer will set the percentage based on guidance from the Army Service Component Command.

C.19.5 Funding

The contractor will provide a cost estimate within 24 hours of a tasking by the Contracting Officer, or other time period as determined by the Contracting Officer.

C.19.6 Force Protection

The Army will provide force protection to contractor employees commensurate with that given to Department of the Army civilians.

C.19.7 Legal Assistance

While contractor employees are processing for deployment at the CONUS Replacement Center (CRC) or deployed in the theater of operations, the government shall provide legal assistance in accordance with the following conditions:

- a. The legal assistance is in accordance with applicable international or host nation agreements.
- b. The legal assistance is limited and ministerial in nature (for example, witnessing signatures on documents and providing notary services), legal counseling (to include review and discussion of legal correspondence and documents), and legal document preparation (limited to powers of attorney and advanced medical directives), and help retaining non-DoD civilian attorneys.

C.19.8 Central Processing and Departure Point

C.19.8.1 For any contractor employee determined by the government at the deployment processing site to be non-deployable for any reason, the contractor shall promptly remedy the problem. If the problem cannot be remedied in time for deployment, a replacement having equivalent qualifications and skills shall be provided in time for a scheduled deployment.

C.19.8.2 The Contracting Officer shall identify to the contractor all required mission training and the location of the required training.

C.19.8.3 The contractor shall ensure that all deploying employees receive all required mission training and successfully complete the training.

C.19.8.4 The Contracting Officer shall inform the contractor of all Nuclear, Biological, and Chemical (NBC) equipment and Chemical Defensive Equipment (CDE) training requirements and standards.

C.19.8.5 The government shall provide the contractor employees with CDE familiarization training commensurate with the training provided to Department of Defense civilian employees.

C.19.8.6 The contractor will provide chemical defense equipment and training for dependents, who accompany its employees to Korea and other areas of operations as designated by the Contracting Officer.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-C-S014 MOD/AMD P00029	Page 8 of 20
---------------------------	---	----------------------------

Name of Offeror or Contractor: EWK EISENWERKE KAISERSLAUTERN GMBH

C.19.9 Standard Identification Cards

C.19.9.1 The Contracting Officer shall identify to the contractor all identification cards and tags required for deployment.

C.19.9.2 The Contracting Officer shall inform the contractor where the identification cards and tags are to be issued.

C.19.9.3 The Contracting Officer shall coordinate for issuance of required identification cards and tags for all contractor employees not processing through a CONUS Replacement Center.

C.19.9.4 The contractor shall ensure that all deploying individuals have the required identification tags and cards prior to deployment.

C.19.9.5 Upon redeployment, the contractor will ensure that all issued controlled identification cards and tags are returned to the government.

C.19.10 Medical

C.19.10.1 The Contracting Officer shall provide the contractor with all physical and medical requirements and standards necessary for deployment.

C.19.10.2 The contractor shall be responsible for providing employees who meet the physical standards and medical requirements for job performance in the designated theater of operations.

C.19.10.3 The government may require medical screening at the CONUS Replacement Center to include DNA sampling and immunizations.

C.19.10.4 For any contractor employee determined by the government to be non-deployable, the contractor shall promptly remedy the problem. If the problem can not be remedied, a replacement having equivalent qualifications and skills shall be provided as determined by the Contracting Officer.

C.19.10.5 When applicable, the government shall provide to contractor employees deployed in the theater of operations, on a cost reimbursable basis, emergency medical and dental care commensurate with the care provided to Department of Defense civilian deployed in the theater of operations.

C.19.11 Clothing and Equipment Issue

C.19.11.1 The contractor shall ensure that contractor employees possess the necessary personal clothing and safety equipment to execute contract performance in the theater of operations in accordance with the statement of work.

C.19.11.2 The government shall provide to the contractor all required military unique organizational clothing and individual equipment. (Types of organizational clothing and individual equipment may include Nuclear, Biological, and Chemical defensive equipment.)

C.19.11.3 The Contracting Officer shall identify to the contractor the organizational clothing and individual equipment issue point and issue items.

C.19.11.4 Upon receipt of organizational clothing and individual equipment, the contractor shall assume responsibility and accountability for these items.

C.19.11.5 The contractor or contractor employee shall sign for all issued organizational clothing and individual equipment, thus, acknowledging receipt and acceptance of responsibility for the proper maintenance and accountability of issued organizational clothing and individual equipment.

C.19.11.6 The contractor shall ensure that all issued organizational clothing and individual equipment is returned to the government. Upon return of organizational clothing and individual equipment to the government, the contractor shall be responsible for requesting, maintaining, and providing to the Contracting Officer documentation demonstrating the return of issued organizational clothing and individual equipment to government control.

C.19.11.7 The Contracting Officer will require the contractor to reimburse the government for organizational clothing and individual equipment lost or damaged due to contractor negligence.

C.19.12 Weapons and Training

C.19.12.1 The government may choose to issue weapons for self-defense to the contractor employees. Acceptance of weapons by contractor employees is at the discretion of the contractor and the contractor employees. When accepted, the contractor employee is responsible for using the weapon in accordance with the rules of engagement issued by the Theater Commander. The contractor employee is legally liable for any use that is not in accordance with the rules of engagement. Also when accepted, only military issued ammunition may be used in

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-C-S014 MOD/AMD P00029	Page 9 of 20
Name of Offeror or Contractor: EWK EISENWERKE KAISERSLAUTERN GMBH		

the weapon.

C.19.12.2 Prior to issuing any weapons to contractor employees, the government shall provide the contractor employees with weapons familiarization training commensurate to training provided to Department of Defense civilian employees.

C.19.12.3 The contractor shall ensure that its employees adhere to all guidance and orders issued by the theater Commander or his representative regarding possession, use, safety and accountability of weapons and ammunition.

C.19.12.4 Upon redeployment or notification by the government, the contractor shall ensure that all government issued weapons and ammunition are returned to government control.

C.19.12.5 Contractors will screen employees to ensure that employees can be issued a weapon in accordance with U.S. law (e.g., no felony conviction for any reason and no misdemeanor Conviction for spousal abuse) or applicable host nation laws.

C.19.13 Vehicle and Equipment Operation

C.19.13.1 The contractor shall ensure that deployed employees possess the required civilian licenses to operate the equipment necessary to perform the contract in the theater of operations in accordance with the statement of work.

C.19.13.2 Before operating any military owned or leased equipment, the contractor employee shall provide proof of license (issued by an appropriate governmental authority) to the Contracting Officer or his representative.

C.19.13.3 The government, at its discretion, may train and license contractor employees to operate military owned or leased equipment.

C.19.13.4 The contractor and its employees may be held jointly and severally liable for all damages resulting from the unsafe or negligent operation of military owned or leased equipment.

C.19.14 Passports, Visas and Customs

C.19.14.1 At the contractor employees and/or contractors expense, the contractor employees shall obtain all passports, visas, or other documents necessary to enter and/or exit any area(s) identified by the Contracting Officer.

C.19.14.2 All contractor employees shall be subject to the customs processing procedures, laws, agreements and duties of the country in which they are deploying to and the procedures, laws, and duties of the United States upon re-entry.

C.19.14.3 The Contracting Officer will determine and stipulate the allowability and allowability of payment for entry/exit duties on personal items in possession of contractor employees.

C.19.15 Reception, Staging, Onward Movement and Integration

Upon arrival in the area of operations, contractor employees will receive Reception, Staging, Onward movement and Integration, as directed by the Contracting Officer or his designated representative.

C.19.16 Living under Field Conditions

The government shall provide to contractor employees deployed in the theater of operations the equivalent field living conditions, subsistence, emergency medical and dental care, sanitary facilities, mail delivery, laundry service, and other available support afforded to government employees and military personnel in the theater of operations, unless otherwise specified in the contract.

C.19.17 Morale, Welfare, Recreation

The government shall provide to contractor employees deployed in the theater of operations, morale, welfare, and recreation services commensurate with that provided to Department of Defense civilians and military personnel deployed in the theater of operations.

C.19.18 Status of Forces Agreement

C.19.18.1 After having consulted with the servicing legal office, the Contracting Officer shall advise the contractor on all applicable Status of Forces Agreements (SOFA) and other similar related agreements.

C.19.18.2 The contractor shall adhere to all relevant provisions of the applicable Status of Forces Agreements (SOFA) and other similar related agreements.

C.19.18.3 In the event the contractor must pay additional compensation above that contemplated under the contract, to retain or obtain

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-C-S014 MOD/AMD P00029	Page 10 of 20
Name of Offeror or Contractor: EWK EISENWERKE KAISERSLAUTERN GMBH		

personnel to perform in a theater of operations during a declared contingency, the contractor shall be entitled to an equitable adjustment under this contract. The contractor shall furnish proper data to the Contracting Officer to substantiate any adjustment to the contract. Failure to agree to an amount of any such adjustment shall be a dispute within the meaning of the clause entitled Disputes as contained in this contract.

C.19.18.4 To ensure continuation of essential services, the contractor shall structure pay of deployed employees such that half the compensation is in the form of a bonus for successfully completing the assigned tour. However, the bonus will not be denied because death or because of government or opposing force actions, including government ordered evacuation or captivity by opposing forces.

C.19.19 Tour of Duty / Hours of Work

C.19.19.1 The Contracting Officer shall provide the contractor with the anticipated duration of the deployment.

C.19.19.2 The contractor, at his own expense, may rotate contractor employees into and out of the theater provided there is not degradation in mission results.

C.19.19.3 The Contracting Officer shall approve in advance all changes to personnel.

C.19.19.4 The Contracting Officer shall provide the contractor with the anticipated daily or weekly work schedule.

C.19.19.5 The contractor shall comply with all duty hours and tours of duty identified by the Contracting Officer or his designated representative.

C.19.19.6 The Contracting Officer, or his designated representative, may modify the work schedule to ensure the governments ability to continue to execute its mission.

C.19.20 On-Call Duty

C.19.20.1 The contractor shall be reasonably available to work (i.e., on-call) during other than regular hours to perform high priority tasks.

C.19.20.2 The Contracting Officer, or his designated representative, will identify the parameters of reasonable availability and all remuneration for on call duty.

C.19.21 Health and Life Insurance

The contractor shall ensure that health and life insurance benefits provided to its deploying employees are in effect in the theater of operations.

C.19.22 Next of Kin Notification

Before deployment, the contractor shall ensure that each contractor employee completes a DD Form 93, Record of Emergency Data Card, and returns the completed form to the Contracting Officer's representative or designated government official.

C.19.23 Return Procedures

C.19.23.1 Upon notification of redeployment, the Contracting Officer shall authorize contractor employee travel from the theater of operations to the designated CONUS Replacement Center (CRC) or individual deployment site.

C.19.23.2 The contractor shall ensure that all government-issued clothing and equipment provided to the contractor or the contractors employees are returned to government control upon completion of the deployment.

C.19.23.3 The contractor shall provide the Contracting Officer with documentation, annotated by the receiving government official, of all clothing and equipment returns.

C.19.24 Reporting Requirements

The contractor shall provide on a monthly basis in contractor format the costs incurred by the contractor for Field Service Support. This report shall detail, labor costs (including overtime), travel, supplies, and other costs. The contract shall notify the Contracting Officer when expenditures for this effort reach seventy (70) percent of the amount funded via electronic mail. In no event is the contractor authorized to spend more money than is obligated in Section B. The Contracting Officer at his discretion may increase the amount of money available based on the notice provided by the contractor. This report shall be provided to the Contracting Officer electronically.

C.20 Parts Support During OCONUS Activities

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-C-S014 MOD/AMD P00029	Page 11 of 20
Name of Offeror or Contractor: EWK EISENWERKE KAISERSLAUTERN GMBH		

C.20.1 The contractor shall provide spare and repair parts as needed to support unites deployed OCONUS for a period of up to one year from date of contract modification. This parts support is to support those items not available to units or the contractors Field Service Representative in the units ASL, the governments SSP, or in the Government Supply System. The contractor agrees to provide all required parts within the following timelines:

- a. Parts designated as Priority 1 within 24 hours of order by either the unit or the contractors Field Service Representative, or
- b. Parts designated as Priority 2 within 48 hours of order by either the unit or the contractors Field Service Representative, or
- c. Parts designated as Priority 3 within 72 hours of order by either the unit or the contractors Field Service Representative.

The contractor shall expedite delivery of required items using commercial air freight service or military transportation as directed by the Contracting Officer or his representative.

C.20.2 The contractor shall provide a priced catalog or other documentation as agreed to by the Contracting Officer and shall be an attachment to the contract. The contractor and Government agree to a maximum amount to be available for this support as specified in Section B. The contract shall notify the Contracting Officer when expenditures for this effort reach seventy (70) percent of the amount funded via electronic mail. In no event is the contractor authorized to spend more money than is obligated in Section B. The Contracting Officer at his discretion may increase the amount of money available based on the notice provided by the contractor.

C.20.3 The contractor shall provide a report in contractor format on the amount spend by month detailing the items ordered and the delivery times and cost. This report shall be provided electronically to the Contracting Officer.

*** END OF NARRATIVE C 009 ***

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 12 of 20
	PIIN/SIIN DAAE07-00-C-S014	MOD/AMD P00029	
Name of Offeror or Contractor: EWK EISENWERKE KAISERSLAUTERN GMBH			

SECTION E - INSPECTION AND ACCEPTANCE

Status	Regulatory Cite	Title	Date
E-1 ADDED	52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT	APR/1984

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 13 of 20
	PIIN/SIIN DAAE07-00-C-S014	MOD/AMD P00029	
Name of Offeror or Contractor: EWK EISENWERKE KAISERSLAUTERN GMBH			

SECTION F - DELIVERIES OR PERFORMANCE

Status	Regulatory Cite	Title	Date
F-1 CHANGED	52.211-11	LIQUIDATED DAMAGES - SUPPLIES, SERVICES, OR RESEARCH OR DEVELOPMENT	SEP/2000

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$1,147 per calendar day of delay.

(b) If the Government terminates this contract in whole or in part under the Default -- Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default -- Fixed-Price Supply and Service clause in this contract.

[End of Clause]

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/	OBLG STAT/	INCREASE/DECREASE		CUMULATIVE
ITEM	AMS CD	ACRN JOB ORD NO	PRIOR AMOUNT	AMOUNT	AMOUNT
4009AA	P136K0972T	AL 2 \$	0.00 \$	200,202.00 \$	200,202.00
	53153542117	3ZCB04			
4010AA	P136K0982T	AL 2 \$	0.00 \$	133,065.00 \$	133,065.00
	53153542117	3ZCB04			
4011AA	P136K1092T	AL 2 \$	0.00 \$	11,209.00 \$	11,209.00
	53153542117	3ZCB04			
			NET CHANGE \$	344,476.00	

SERVICE	NET CHANGE	ACCOUNTING		INCREASE/DECREASE
NAME	BY ACRN	ACCOUNTING CLASSIFICATION	STATION	AMOUNT
Army	AL	21 32035000031C1C05P53153531E1 S20113	W56HZV	\$ 344,476.00
NET CHANGE				\$ 344,476.00

		PRIOR AMOUNT	INCREASE/DECREASE	CUMULATIVE
		OF AWARD	AMOUNT	OBLIG AMT
NET CHANGE FOR AWARD:	\$	43,982,267.12	\$ 344,476.00	\$ 44,326,743.12

Status	Regulatory Cite	Title	Date
G-1 ADDED	52.232-4005 (TACOM)	INVOICE INFORMATION REQUIREMENT	JAN/1988

On each payment request submitted, the Contractor shall identify each affected Contract Line Item Number (CLIN), sub-CLIN, and/or work directive, together with the related dollar amounts. This requirement does not diminish or restrict any other requirement of this contract.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-C-S014 MOD/AMD P00029	Page 15 of 20
Name of Offeror or Contractor: EWK EISENWERKE KAISERSLAUTERN GMBH		

SECTION H - SPECIAL CONTRACT REQUIREMENTS

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1 ADDED	252.225-7043	ANTITERRORISM/FORCE PROTECTION FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES	JUN/1998

(a) Except as provided in paragraph (b) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall-

- (1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;
- (2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;
- (3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and
- (4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(b) The requirements of this clause do not apply to any subcontractor that is-

- (1) A foreign government;
- (2) A representative of a foreign government; or
- (3) A foreign corporation wholly owned by a foreign government.

(c) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from HQDA (DAMO-ODL)/ODCSOP; telephone, DSN 225-8491 or commercial (703) 695-8491. For additional information: Assistant Secretary of Defense for Special Operations and Low Intensity Conflict, ASD(SOLIC); telephone, DSN 255-0044 or commercial (703) 695-0044.

[End of Clause]

H-2 ADDED	252.228-7003	CAPTURE AND DETENTION	DEC/1991
(a) As used in this clause--			

- (1) Captured person means any employee of the Contractor who is--
 - (i) Assigned to duty outside the United States for the performance of this contract; and
 - (ii) Found to be missing from his or her place of employment under circumstances that make it appear probable that the absence is due to the action of the force of any power not allied with the United States in a common military effort; or
 - (iii) Known to have been taken prisoner, hostage, or otherwise detained by the force of such power, whether or not actually engaged in employment at the time of capture; provided, that at the time of capture or detention, the person was either--
 - (A) Engaged in activity directly arising out of and in the course of employment under this contract; or
 - (B) Captured in an area where required to be only in order to perform this contract.
- (2) A period of detention begins with the day of capture and continues until the captured person is returned to the place of employment, the United States, or is able to be returned to the jurisdiction of the United States, or until the person's death is established or legally presumed to have occurred by evidence satisfactory to the Contracting Officer, whichever occurs first.
- (3) United States comprises geographically the 50 states and the District of Columbia.
- (4) War Hazards Compensation Act refers to the statute compiled in chapter 12 of Title 42, U.S. Code (sections 1701-1717), as amended.

(b) If pursuant to an agreement entered into prior to capture, the Contractor is obligated to pay and has paid detention benefits to a captured person, or the person's dependents, the Government will reimburse the Contractor up to an amount equal to the lesser of--

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN DAAE07-00-C-S014 MOD/AMD P00029</p>	<p align="center">Page 16 of 20</p>
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Name of Offeror or Contractor: EWK EISENWERKE KAISERSLAUTERN GMBH

(1) Total wage or salary being paid at the time of capture due from the Contractor to the captured person for the period of detention; or

(2) That amount which would have been payable if the detention had occurred under circumstances covered by the War Hazards Compensation Act.

(c) The period of detention shall not be considered as time spent in contract performance, and the Government shall not be obligated to make payment for that time except as provided in this clause.

(d) The obligation of the Government shall apply to the entire period of detention, except that it is subject to the availability of funds from which payment can be made. The rights and obligations of the parties under this clause shall survive prior expiration, completion, or termination of this contract.

(e) The Contractor shall not be reimbursed under this clause for payments made if the employees were entitled to compensation for capture and detention under the War Hazards Compensation Act, as amended.

(End of clause)

H-3 ADDED AFARS CONTRACTOR DEPLOYMENT ON MILITARY OPERATIONS MAY/2002

(a) Definitions.

As used in this Clause

(1) Theater Support Contractors. Provides support to deployed operational forces pursuant to contracts arranged within the mission area of responsibility, or prearranged contracts through Host Nation (HN) and/or regional businesses and vendors. Contracting personnel deployed with the deployed force, working under the contracting authority of the theater or Joint Task Force (JTF) contracting chief, normally award and administers these contracts. Theater support contractors provide goods, services, and minor construction, usually from the local vendor base.

(2) External Support Contractors. Provides support for deployed operational forces working pursuant to contracts awarded under the command and procurement authority of supporting headquarters outside the theater. These may be US or third country businesses and vendors. These contracts are usually prearranged, but may be contracts awarded or modified during the mission based on the commanders' needs. Examples include the Army's Logistics Civil Augmentation Program (LOGCAP), the Air Force Civil Augmentation Program (AFCAP), the Navy's Construction Capability (CONCAP), United States Transportation Command (USTRANSCOM) provision of Civil Reserve Air Fleet (CRAF), and war reserve materiel (WRM) contracts.

(3) System Contractors. Logistical support deployed with operational forces under prearranged contracts awarded by Service program managers or by Military Service component logistics commands. They support specific systems throughout their system's life cycle (including spare parts and maintenance), during peacetime, conflict, and war.

(4) Military Operations. The full spectrum of armed conflict and military operations other than war (MOOTW), both domestic and overseas, as directed by appropriate authority.

(b) General.

(1) This general guidance addresses the deployment of systems contractor personnel, , and AMC external support contractor personnel, into a theater of operations in support of a contingency or exercise.

(2) The general guidance provided by this provision is not all-inclusive nor are all items required for all situations. Each contingency will evolve differently depending upon the theater commanders guidance impact on the deployment. The Contracting Officer may tailor these provisions as appropriate for individual contracts or task orders. The provisions of this clause shall apply unless tailored by the Contracting Officer. The contractor is obligated to request any specific information needed at the time of deployment from the contracting officer.

(c) Management.

(1) When the performance of the contract requires the contractor to deploy personnel in support of a contingency, the contractor shall ensure that all personnel hired by or for the contractor (including subcontractors) will comply with all guidance, instructions, and general orders applicable to U.S. Armed Forces and DOD civilians as issued by the Theater Commander or his/her representative. This will include any and all guidance and instructions issued based upon the need to ensure mission accomplishment, force protection, and safety, unless directed otherwise in the contract document.

(2) The contractor shall comply, and shall ensure that all deployed prime contract employees, subcontractor employees, invitees and agents comply with pertinent Service and Department of Defense directives, policies, and procedures, as well as federal statutes, judicial interpretations and international agreements (e.g., Status of Forces Agreements, Host Nation Support Agreements, etc.) applicable to U.S. Armed Forces or U.S. citizens in the area of operations. Host Nation laws and existing Status of Forces Agreements may take precedence over contract requirements. The contracting officer will resolve disputes. The contractor shall provide the contracting officer copies, if requested, of any documents relating to the dispute.

(3) The contractor shall at all times be responsible for the conduct of its employees and those of its subcontractors and invitees.

(4) The Contractor shall promptly resolve, to the satisfaction of the contracting officer, all contractor employee performance and conduct problems identified by the cognizant contracting officer or his/her designated representative.

(5) The contracting officer may direct the contractor, at the contractor's expense, to remove or replace any contractor employee failing to adhere to instructions and general orders issued by the Theater Commander or his/her designated representative.

(d) Logistics Support Element. The contractor and contractor employees shall report into the Army Materiel Command Logistics Support Element (AMC LSE) and provide necessary information to the AMC LSE on the contractor's deployment and activities in the area of

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-C-S014 MOD/AMD P00029	Page 17 of 20
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Name of Offeror or Contractor: EWK EISENWERKE KAISERSLAUTERN GMBH

operation (AOR) to facilitate the AMC LSE logistics integration function. Initial contact and coordination with the AMC LSE shall be conducted prior to deployment into the theater. Similar coordination and reporting to the AMC LSE shall occur prior to exiting the area of operation. Any additional coordination requirements with the AMC LSE shall be as defined by the Contracting Officer or Contracting Officer Representative (COR).

(e) Risk Assessment and Mitigation.

(1) The contractor will brief its employees regarding the potential danger, stress, physical hardships and field living conditions.

(2) The contractor will require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships and field living conditions that are possible if the employee deploys in support of military operations.

(3) The contractor will ensure that all deployable employees are medically and physically fit to endure the rigors of deployment in support of a military operation. If an employee is unable to perform, the contractor must replace the employee.

(4) If a contractor employee departs an area of operations without permission, the contractor will ensure continued performance in accordance with the terms and conditions of the contract. If the contractor replaces an employee who departs without permission, the replacement is at contractor expense and must be complete within 72 hours, unless otherwise directed by the contracting officer.

(5) The contractor will designate and provide contact information for a point of contact and back up for all its plans and operations and, if necessary, establish an operations center to plan and control the contractor deployment process and resolve operations issues with the deployed force.

(6) As required by the operational situation, the government may at its discretion relocate contractor personnel (who are citizens of the United States, aliens in resident in the United States or third country nationals, not resident in the host nation) to a safe area or evacuate them from the area of operations. The U.S. State Department has responsibility for evacuation of non-essential personnel.

(f) Force Protection. While performing duties in accordance with (IAW) the terms and conditions of the contract, the Service Theater Commander will provide force protection to contractor employees commensurate with that given to Service/Agency (e.g. Army, Navy, Air Force, Marine Corps, DLA) civilians in the operations area unless otherwise stated in the contract.

(g) Central Processing and Departure Point.

(1) For any contractor employee determined by the government at the deployment-processing site to be non-deployable for debilitating health problems or failure to have a security clearance when one is required, the contractor shall promptly remedy the problem. If the problem cannot be remedied in time for deployment, a replacement having equivalent qualifications and skills shall be provided in time for scheduled deployment.

(2) The contractor shall ensure that all deploying employees receive all required mission training and successfully complete the training.

(3) The government, when applicable, will provide the contractor employees with Chemical, Biological, Nuclear, Radiological and High Yield Explosive (CBRNE) equipment. CBRNE familiarization training commensurate with the training provided to Department of Defense civilian employees.

(4) The contractor, when permitted by the Government, will have the flexibility to deploy its own employees. If authorization to deploy its own employees is provided, the contractor is responsible to ensure all deployment requirements are met, and shall ensure they have coordinated all deployment requirements with the Contracting Officer and the appropriate AMC LSE.

(h) Standard Identification Cards.

(1) The contracting officer or designee shall identify to the contractor all identification cards and tags required for deployment.

(2) The contracting officer or designee shall issue or shall inform the contractor where the identification cards and tags are to be issued.

(3) The contracting officer or designee shall coordinate for issuance of required identification cards and tags for all contractor employees not processing through a CONUS Replacement Center.

(4) The contractor shall ensure that all deploying individuals have the required identification tags and cards prior to deployment.

(5) Upon redeployment, the contractor will ensure that all issued controlled identification cards and tags are returned to the government.

(6) Upon arrival in theater contractor personnel may be required to obtain additional locally required identification cards. The government representative who has cognizance for these contractor personnel in theater will assist in the coordination of the issuance of these identification cards to contractor personnel.

(i) Medical.

(1) The contracting officer shall provide the contractor with all physical and medical requirements and standards necessary for deployment.

(2) The contractor shall be responsible for providing employees who meet the physical standards and medical requirements for job performance in the designated theater of operations.

(3) The government may require medical screening at the CONUS Replacement Center for Food and Drug Administration approved immunizations, which may include DNA sampling.

(4) For any deployed contractor employee determined by the government to be medically unfit, the contractor shall promptly remedy the problem. If the problem cannot be remedied, a replacement having equivalent qualifications and skills shall be provided as determined by the contracting officer.

(5) The government at its discretion may provide to contractor employees deployed in the theater of operations, on a cost reimbursable basis, emergency medical and dental care commensurate with the care provided to Department of Defense civilians deployed in the theater of operations. This is subject to the availability of such medical and dental care. The providing of such care does not include local nationals under normal circumstances.

(6) Deploying civilian contractor personnel shall carry with them a minimum of a 90-day supply of any medication they require.

(j) Clothing and Equipment Issue.

(1) Contractor personnel accompanying the force are not authorized to wear military clothing, except for specific items required for safety and security. An individuals status as a contractor employee shall be conspicuously displayed on their clothing unless prohibited

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-C-S014 MOD/AMD P00029	Page 18 of 20
Name of Offeror or Contractor: EWK EISENWERKE KAISERSLAUTERN GMBH		

- for operational reasons.
- (2) If required, the government at its discretion may provide to the contractor all required military unique Organizational Clothing and Individual Equipment (OCIE). (Types of OCIE may include Nuclear, Biological, Chemical, Radiological, and High yield Explosive Equipment).
- (3) Upon receipt of OCIE, the contractor shall assume responsibility and accountability for these items.
- (4) The contractor or contractor employee shall sign for all issued OCIE, thus acknowledging receipt and acceptance of responsibility for the proper maintenance and accountability of issued organizational clothing and individual equipment.
- (5) The contractor shall ensure that all OCIE are returned to the government, along with all pertinent documentation demonstrating the return of issued OCIE to government control.
- (6) The contracting officer will require the contractor to reimburse the government for OCIE lost or damaged due to contractor negligence.
- (k) Weapons and Training.
- (1) Whether contractor personnel will be permitted to carry a government furnished weapon for self-defense purposes in the Area of Operations (AO) is at the discretion of the Theater Commander. However, Contractor personnel will not possess personally owned firearms in the AO. The government may at its discretion issue weapons and ammunition for self-defense to the contractor employees. Acceptance of weapons by contractor employees is at the discretion of the contractor and the contractor employees. If accepted the contractor will maintain a listing of employees possessing a government firearm and provide notification to the Contracting Officer. When accepted, the contractor employee is responsible for using the weapon in accordance with the rules of engagement issued by the Theater Commander. The contractor employee is legally liable for any use that is not in accordance with host nation law, international law, and the rules of engagement. Also, when accepted, only military issued ammunition may be used in the weapons.
- (2) Prior to issuing any weapons to contractor employees, the government will provide the contractor employees with weapons familiarization training commensurate to training provided to Department of Defense civilian employees. The contractor shall not issue weapons to employees who have not had proper training.
- (3) The contractor shall ensure that its employees adhere to all guidance and orders issued by the Theater Commander or his/her representative regarding possession, use, safety, and accountability of weapons and ammunition, and shall comply with all related DOD regulations.
- (4) Upon redeployment or notification by the government, the contractor shall ensure that all government issued weapons and ammunition are returned to government control.
- (5) Contractors will screen employees, and subcontractors, to ensure that employees may be issued a weapon in accordance with U.S. and applicable host nation laws. Evidence of screening will be presented to the contracting officer.
- (1) Vehicle and Equipment Operation.
- (1) The contractor shall ensure that deployed employees possess the required civilian licenses to operate the equipment necessary to perform the contract in the theater of operations in accordance with the statement of work.
- (2) Before operating any military owned or leased equipment, the contractor employee shall provide proof of license (issued by an appropriate governmental authority) to the unit or agency issuing the equipment.
- (3) The government, at its discretion, may train and license contractor employees to operate military owned or leased equipment.
- (4) All contractor owned motor vehicles shall meet required vehicle requirements within the AOR and be maintained in a safe operating condition and good appearance. All contractor owned motor vehicles used for transporting Government property shall be properly equipped and designed to ensure protection of the property. All contractor owned motor vehicles may, at the PCO direction, be required to conspicuously display the contractor's logo and/or name on both sides of the vehicle.
- (m) Passports, Visas and Customs.
- (1) The contractor is responsible for obtaining all passports, visas, or other documents necessary for contractor employees to enter and/or exit any area(s).
- (2) Depending on the Status of Forces Agreement (SOFA) or other international agreements, all contractor employees may be subject to the customs, processing procedures, laws, agreements and duties of the country in which they are deploying to and the procedures, laws, and duties of the United States upon re-entry. Contractor shall verify and comply with all requirements.
- (3) Contractors are required to register all personnel with the appropriate U.S. Embassy or Consulate.
- (n) Reception, Staging, Onward Movement and Integration.
- (1) Upon arrival in the area of operations, contractor employees will receive Reception, Staging, Onward movement and Integration, as directed by the contracting officer or his/her designated representative, the AMC-Forward, or Theater Commander.
- (2) The contractor should be prepared to move material and equipment using U.S. government transportation and comply with applicable transportation regulations, such as MILSTAMP for safety, packaging, and tie-down.
- (o) Living under Field Conditions. The government at its discretion may provide to contractor employees deployed in the theater of operations the equivalent field living conditions, subsistence, emergency medical and dental care, sanitary facilities, mail delivery, laundry service, and other available support afforded to government employees and military personnel in the theater of operations, unless otherwise specified in the contract.
- (p) Morale, Welfare, Recreation. The government will, when approved by the installation or Theater Commander and consistent with the authorization, terms and conditions specified elsewhere in the contract, provide to contractor employees deployed in the theater of operations; morale, welfare, and recreation services commensurate with that provided to Department of Defense civilians and military personnel deployed in the theater of operations. Some of these services may be limited to U.S. personnel only.
- (q) Status of Forces Agreement and other Laws.
- (1) Notwithstanding any provisions to the contrary, the contractor shall adhere to all relevant provisions of the applicable Status of Forces Agreements (SOFA) and other similarly related agreements, and all applicable laws.
- (2) The contractor is responsible for documenting technical expert status (for Germany) as required. The contractor shall coordinate with the German Labor Office prior to deployment to or traversing Germany.

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN DAAE07-00-C-S014 MOD/AMD P00029</p>	<p align="center">Page 19 of 20</p>
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Name of Offeror or Contractor: EWK EISENWERKE KAISERSLAUTERN GMBH

(3) The contractor is responsible for providing the government with the required documentation to acquire invited contractor or technical expert status, if required by SOFA.

(r) Pay. In the event the contractor must pay additional compensation above that contemplated under the contract, to retain or obtain personnel to perform in a theater of operations during a declared contingency, the contractor must obtain prior approval from the Procuring Contracting Officer (PCO) before incurring any additional compensation costs. The contractor shall furnish proper data to the PCO to substantiate any adjustment to the contract.

(s) Tour of Duty/ Hours of Work.

(1) The contracting officer shall provide the contractor with the anticipated duration of the deployment.

(2) The contractor may rotate contractor employees into and out of the theater provided there is no degradation in mission results. For employees who have deployed less than 179 days, the contractor may rotate personnel at his own expense, for employees who have deployed greater than 179 days may be rotated as an allowable cost under the contract. The contractor will coordinate personnel changes with the contracting officer.

(3) The contracting officer shall provide the contractor with anticipated work schedule.

(4) The contractor shall comply with all duty hours and tours of duty identified by the contracting officer or his/her designated representative.

(5) The contracting officer, or his/her designated representative, may modify the work schedule to ensure the government's ability to continue to execute its mission.

(t) On-Call Duty or Extended Hours.

(1) The contractor shall be available to work extended hours to perform mission essential tasks as directed by the contracting officer.

(2) The contractor shall be available to work "on-call" to perform mission essential tasks as directed by the contracting officer.

(3) The contracting officer, or his/her designated representative, will identify the parameters of "on-call" duty.

(4) If appropriate, the contracting officer may negotiate an equitable adjustment to the contract.

(u) Workman's Compensation, Health and Life Insurance. The contractor shall ensure that workers compensation insurance under the Defense Base Act is consistent with FAR clauses 52.228-3 and 52.228-4. The contractor shall ensure that health and life insurance benefits provided to its deploying employees are in effect in the theater of operations.

(v) Next of Kin Notification. Before deployment, the contractor shall ensure that each contractor employee completes a DD Form 93, Record of Emergency Data Card, and returns the completed form to the designated government official.

(w) Return Procedures.

(1) Upon notification to the contractor of redeployment, the contracting officer at his/her discretion may authorize contractor employee travel from the theater of operations to the designated CONUS Replacement Center (CRC) or individual redeployment site.

(2) The contractor shall ensure that all government-issued clothing and equipment provided to the contractor or the contractor's employees are returned to government control upon completion of the deployment.

(3) The contractor shall provide the contracting officer with documentation, annotated by the receiving government official, of all clothing and equipment returns.

(x) Purchasing Resources. When the Theater Commander establishes a Commander-in-Chief Logistics Procurement Support Board (CLPSB), Joint Acquisition Review Board, or similar purchase review committee, the contractor will be required to coordinate purchases of items or labor designated as limited in the Theater of Operations. The Contractor shall not purchase any local procured item until the contractors have reviewed the Contracting Support Plan (CSP) issued by the Theater PARC for items that are restricted by the Theater Commander for mission success.

(y) Special Legal. Public Law 106-523. Military Extraterritorial Jurisdiction Act of 2000: Amended Title 18, US Code, to establish Federal Jurisdiction over certain criminal offenses committed outside the United States by persons employed by or accompanying the Armed Forces, or by members of the Armed Forces who are released or separated from active duty prior to being identified and prosecuted for the commission of such offenses, and for other purposes applies to contractor employees deployed OCONUS.

(z) Security and Background Checks. The Contractor shall ensure all applicable security and backgrounds are performed on all personnel (to include subcontractor personnel) in support of this contract.

(End of Clause)

H-4 ADDED 52.216-4008 STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS
(TACOM)

JUN/1989

(a) The Contractor shall review the funding as it relates to work performed on the cost-reimbursement Contract Line Item Numbers (CLINs) under this contract and shall provide to the Procuring Contracting Officer (PCO) a written determination of what, if any, funds are excess to requirements (leaving a reasonable amount for final overhead rate negotiations and other reasonably predicted requirements) and are available for deobligation. This review shall be coordinated with the Administrative Contracting Officer (ACO), and the written determination shall be accomplished within 120 days of completion of performance under the CLIN. The report shall be prepared in terms of dollars available per Purchase Request Order Number (PRON), unless requested otherwise by the PCO.

(b) This report may be requested in writing by the PCO on additional occasions during the course of performance of work on cost-reimbursable CLINs contained in this contract. On such occasions, the written report shall be provided to the PCO within 14 days of Contractor receipt of the written request.

(End of clause)

SECTION I - CONTRACT CLAUSES

Status	Regulatory Cite	Title	Date
I-1 ADDED	52.216-7	ALLOWABLE COST AND PAYMENT note: Delete from paragraph (a) the words SUBPART 31.2 and substitute SUBPART 31.3	FEB/2002
I-2 ADDED	52.216-8	FIXED FEE	MAR/1997
I-3 ADDED	52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR/1984
I-4 ADDED	252.228-7000	REIMBURSEMENT FOR WAR-HAZARD LOSSES	DEC/1991
I-5 CHANGED	52.216-24	LIMITATION OF GOVERNMENT LIABILITY	APR/1984
(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$333,267 dollars.			
(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$333,267 dollars.			
(End of clause)			
I-6 ADDED	52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR/1984
The Contractor shall (a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, et seq.) requires and (b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.			
(End of clause)			